

24. (New) The system of claim 23, wherein said patient authorization letter is a paper letter.

25. (New) The method of claim 16, wherein said cover letter is a paper letter.

26. (New) The method of claim 25, wherein said patient authorization letter is a paper letter.

REMARKS

In response to the Office Action mailed November 21, 2002, Applicants request reconsideration. Claims 21-26 have been added. No new matter has been added.

Applicants have filed, together herewith, a petition for a three month extension of time and a check for the appropriate fee. It is not believed that additional extensions of time are required. In the event that additional extensions of time are necessary, however, such extensions of time are hereby petitioned under 37 C.F.R. §1.136(a). Any additional fees required for consideration of this paper are authorized to be charged in the transmittal letter filed herewith. The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Deposit Account No. 23/2825.

Rejections Based on the Eberhardt, Edelson and Coli References

Claims 1, 2, 4-10 and 12-20 stand rejected under 35 U.S.C. § 103; the Office Action states that the claims are obvious based on U.S. Patent No. 5,659,741 ("Eberhardt") in view of U.S. Patent No. 5,737,539 ("Edelson").

Claims 3 and 11 stand rejected under 35 U.S.C. § 103; the Office Action states that the claims are obvious based on Eberhardt in view of Edelson, in further view of U.S. Patent No. 6,018,713 ("Coli").

Applicants respectfully traverse the rejections.

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Claim 1

Eberhardt is directed to a computerized system and method for storing medical histories using a card-sized storage device. (E.g., Abstract).

According to the Office Action, Eberhardt fails to explicitly disclose all of the limitations of claim 1, other than “requesting an order, by a requestor, for the patient record or document from the online location.” The Office Action finds all of the remaining limitations of claim 1, however, in certain cited portions of Edelson. Applicants disagree.

Edelson is directed to a prescription creation system intended to “solve[] the problem of providing a computerized, prescription management system that an average prescribing physician can use and will want to use and which makes possible significant improvements in the quality of prescriptions written.” (Col. 4, lines 16-21). The system provides information correlating medical conditions and drug treatment regimes. (E.g., Col. 5, lines 40-44).

The cited portions of Edelson (Col. 16, lines 10-24 and Col. 17, lines 5-62) fail to disclose “providing to the requestor a cover letter having an identifier, the identifier having order information,” as recited in claim 1.

Col. 16, lines 10-24 of Edelson discuss dynamic retrieval of electronic information, but say nothing about providing a requestor with a cover letter.

Col. 17, lines 5-62 of Edelson discuss patient data security, including authorization techniques such as the use of photographic or fingerprint recognition to identify a system user, but say nothing about providing a requestor with a cover letter.

Perhaps in recognition of the fact that the cited portions of Edelson do not disclose providing a requestor with a cover letter, the Office Action states (at p. 3) that the cited portions disclose providing a requestor with “a cover letter *or authorization*.” The “or authorization” language is not present in claim 1. To the extent the Office Action relies on this language in maintaining that Edelson discloses the feature in question, it improperly seeks to read an additional (optional) limitation into the claims.

The cited portions of Edelson (Col. 9, lines 23-28, Col. 9, line 66 – Col. 10, line 14, Col. 15, lines 25-27, Col. 16, lines 10-24, Col. 17, lines 5-62 and Col. 31, lines 55-63) also fail to disclose “sending, by the requestor, the cover letter along with a patient authorization letter to a processing center, for completing the order,” as recited in claim 1.

Col. 9, lines 23-28, Col. 9, line 66 – Col. 10, line 14, and Col. 15, lines 25-27 of Edelson discuss data security, including the use of signature recognition and passwords, but say nothing about sending a cover letter and a patient authorization letter to the processing center.

Col. 16, lines 10-24 of Edelson discuss dynamic retrieval of electronic information, but say nothing about sending a cover letter and a patient authorization letter to the processing center.

Col. 17, lines 5-62 of Edelson discuss patient data security, including authorization techniques such as the use of photographic or fingerprint recognition to identify a system user, but say nothing about sending a cover letter and a patient authorization letter to the processing center.

Col. 31, lines 55-63 of Edelson note that updates to remote databases should be authorized by the patient, but say nothing about sending a cover letter and a patient authorization letter to the processing center.

Perhaps in recognition of the fact that the cited portions of Edelson do not disclose sending a cover letter and a patient authorization letter to the processing center, the Office Action states (at p. 3) that the cited portions disclose sending a cover letter and “a patient authorization letter *or electronic release*” to the processing center. The “or electronic release” language is not present in claim 1. To the extent the Office Action relies on this language in maintaining that Edelson discloses the feature in question, it improperly seeks to read an additional (optional) limitation into the claims. Although a patient authorization letter may be electronic, the cited portions of Edelson do not disclose sending a patient authorization letter of any type, whether electronic, paper or otherwise.

Because at least the aforementioned two recitations of claim 1 are disclosed neither in Eberhardt nor in Edelson, the combination of these two references (even if appropriate, which Applicants do not concede) would not render claim 1 obvious. Accordingly, Applicants respectfully traverse the rejection, and claim 1 is believed to be in condition for allowance.

Claim 2

According to the Office Action, Eberhardt fails to explicitly disclose all of the limitations of claim 2, other than “means for requesting, by a requestor, an order for the patient record or

document from the online location.” The Office Action finds all of the remaining limitations of claim 2, however, in certain cited portions of Edelson. Applicants disagree.

For the reasons discussed above with respect to the “providing” recitation in claim 1, the cited portions of Edelson (Col. 16, lines 10-24 and Col. 17, lines 5-62) fail to disclose “means for providing the requestor a cover letter having an identifier for identifying the order,” as recited in claim 2.

Similarly, for the reasons discussed above with respect to the “sending” recitation in claim 1, the cited portions of Edelson (Col. 9, lines 23-28, Col. 9, line 66 – Col. 10, line 14, Col. 15, lines 25-27, Col. 16, lines 10-24, Col. 17, lines 5-62 and Col. 31, lines 55-63) fail to disclose “means for sending, by the requestor, the cover letter along with a patient authorization letter to a processing center,” as recited in claim 2.

Because at least the aforementioned two recitations of claim 2 are disclosed neither in Eberhardt nor in Edelson, the combination of these two references (even if appropriate, which Applicants do not concede) would not render claim 2 obvious. Accordingly, Applicants respectfully traverse the rejection, and claim 2 is believed to be in condition for allowance.

Claims 3-15

Claims 3-15 depend, either directly or indirectly, from claim 1 or claim 2, and are patentable for at least the same reasons as claims 1 and 2. Accordingly, claims 3-15 are believed to be in condition for allowance.

Claim 16

Claim 16 comprises “providing” and “sending” limitations identical to those of claim 1, and is therefore patentable for at least the same reasons discussed above with respect to claim 1. Accordingly, claim 16 is believed to be in condition for allowance.

Claims 17-20

Claims 17-20 depend, either directly or indirectly, from claim 16, and are patentable for at least the same reasons as claim 16. Accordingly, claims 17-20 are believed to be in condition for allowance.

New Claims 21-26

Claims 21, 23 and 25 recite "wherein said cover letter is a paper letter."

New claims 22, 24 and 26 recite "wherein said patient authorization letter is a paper letter."

Support for these claims is found, for example, on page 11, lines 19-21 of the specification, where it is explained that: "The IC employee can then fax using the fax machine 32 or mail using postal mail 34 the cover letter 600 and the patient's authorization letter to the EHI processing center 418 in step 418."

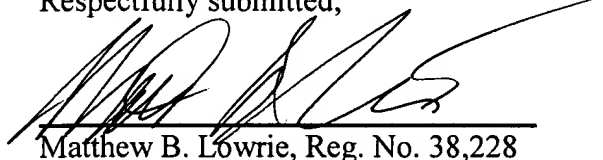
Claims 21-26 depend from claims 1, 2 or 16, and are patentable for at least the same reasons as the claims from which they depend. Accordingly, claims 21-26 are believed to be in condition for allowance.

CONCLUSION

In view of the foregoing, this application should now be in condition for allowance. A notice to this effect is respectfully requested. If the Examiner believes, after this response, that the application is not in condition for allowance, the Examiner is requested to call the Applicant's attorney at the telephone number listed below.

If this response is not considered timely filed and if a request for an extension of time is otherwise absent, Applicant hereby requests any necessary extension of time. If there is a fee occasioned by this response, including an extension fee, that is not covered by an enclosed check, please charge any deficiency to Deposit Account No. 23/2825.

Respectfully submitted,



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